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9 ATTORNEY FOR MOVANT  
10 BMW BANK OF NORTH AMERICA

11 **UNITED STATES BANKRUPTCY COURT  
12 DISTRICT OF NEVADA**

13 In Re: } Case No. 19-17398-btb  
14 PERLA MARIA MEREZKO } (Chapter 7 Proceeding)  
15 Debtor. }  
16 } **MOTION FOR RELIEF FROM  
17 AUTOMATIC STAY**  
18 } Hearing Date: 10/06/2020  
19 } Hearing Time: 10:00 AM  
20 } Address: Courtroom 4 (2nd Floor)  
21 } Foley Federal Building  
22 } 300 Las Vegas Boulevard South  
23 } Las Vegas, NV 89101  
24 } Judge: BRUCE T. BEESLEY  
25 }

16 **MOTION FOR RELIEF FROM AUTOMATIC STAY**

17 BMW Bank of North America and its successors and/or assigns ("Movant"), by and  
18 through its counsel of record, Martin L. Welsh, hereby moves this Court, pursuant to 11 U.S.C.  
19 § 362 for an Order Terminating the Automatic Stay as it pertains to certain personal property  
20 described as a 2015 MINI Hardtop 4 Door Cooper S Hatchback 4D ("Collateral").  
21

22 This Motion is based upon the attached Memorandum of Points and Authorities, the §362  
23 Information Sheet, filed concurrently herewith, and the documents filed in support of the Motion.  
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1 Prior to filing this Motion, the Debtor's counsel was contacted by email on August 19,  
2 2020, to determine if the matter could be resolved without the necessity to file the Motion. No  
3 resolution was achieved. Therefore, the Movant has no alternative but to proceed with this Motion.

4 Dated: 08/28/2020

Respectfully submitted:

5 By: /s/ Martin L. Welsh

Martin L. Welsh

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1                   **MEMORANDUM OF POINTS AND AUTHORITIES**

2                   **I.**

3                   **INTRODUCTORY STATEMENT**

4                   BMW Bank of North America respectfully requests that the Court grant it relief from the  
5 automatic stay in reference to 2015 MINI Hardtop 4 Door Cooper S Hatchback 4D VIN #  
6 WMWXU3C51F2B57822 (“Collateral”) on the ground that Perla Maria Merezko (“Debtor”) is in  
7 default and the Debtor has no equity in the Collateral. The Movant alleges as follows:

8                   **II.**

9                   **STATEMENTS OF FACTS**

10                  **1. The Secured Debt.** The Debtor is a borrower under a simple interest contract  
11 (“Contract”) secured by a title (“Title”) on the personal property commonly known as a 2015 MINI  
12 Hardtop 4 Door Cooper S Hatchback 4D VIN # WMWXU3C51F2B57822 (“Collateral”). True  
13 and correct copies of the Contract and Title to the Collateral are attached hereto as Exhibits “1”  
14 and “2”.

15                  **2. The Default under the Contract.** The Debtor is in default in sum of \$3,445.71.  
16 As a result of the default, the Movant desires to repossess the Collateral and sell the Collateral in  
17 a commercially reasonable manner in satisfaction of the secured debt.

18                  **3. The Debtor’s Interest in the Collateral.** The Debtor Perla Maria Merezko is the  
19 owner of the Collateral. However, pursuant to the Kelley Blue Book Valuation (“KBB”) industry  
20 valuation, the Debtor maintains no equitable interest in the Collateral, nor does it appear that the  
21 Collateral would be necessary for reorganization as the case has converted to Chapter 7. As a  
22 result, absent a reaffirmation or redemption of the Movant’s interest, the stay must be lifted.

**4. The Filing of the Instant Petition.** On November 18, 2019, the Debtor filed the instant Chapter 13 Petition as Case Number 19-17398-btb and case was converted to chapter 7 on August 07, 2020.

**5. The Total Indebtedness under the Contract.** The total indebtedness owed to Movant, under the Contract, exclusive of attorney fees, other miscellaneous costs, and interest that continues to accrue, is as follows:

Principal Balance	\$14,297.77
Grand Total	\$14,297.77

**6. The Value of the Collateral.** The amount owing and recorded against the Collateral (excluding costs of sale) is \$14,297.77. As per KBB, the Collateral has a fair market value of only \$11,864.00. Accordingly, there is no equity in the Collateral for the benefit of the Debtor or the estate. A true and correct copies of the KBB report is attached hereto as Exhibit "3".

III.

## **REQUEST FOR JUDICIAL NOTICE**

Pursuant to Rule 201 of the Federal Rules of Evidence and Rule 9017 of the Federal Rules of Bankruptcy Procedure, the Movant respectfully requests that the Court take judicial notice of the following facts:

1. Per the industry standard publication, the KBB, the Collateral has a fair market value of \$11,864.00.

IV.

## CONCLUSION

Based upon the foregoing Movant respectfully requests that this Court grant it relief from stay pursuant to 11 U.S.C. § 362(d)(1) and (2) including a waiver of the 14-day stay to Federal Rule of Bankruptcy Procedure 4001 (a)(3). A Proposed Order is attached hereto as Exhibit “5.”

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2  
3 Dated: 08/28/2020

Respectfully submitted:

4 By: /s/ Martin L. Welsh

5 Martin L. Welsh

6 **Attorney for Movant**  
BMW Bank of North America

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